

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO**

ROSA M. LUGO TORRES, et. al.

Plaintiffs

v.

WALTER TORRES MALDONADO, et. al.

Defendants

CIVIL NO. 97-2440 (JAG)

RECEIVED AND FILED

CLERK OF
U.S. DISTRICT COURT
SAN JUAN, P.R.
NOV 20 11 09 AM

ORDER

On August 27, 2003, defendant Southwestern Consortium ("Consortio Suroeste") and other codefendants in this case entered into a settlement agreement (Docket No. 196). In said agreement, the Consortio Suroeste agreed to pay plaintiffs \$600,000.00. The Court approved the settlement agreement and has retained jurisdiction over the matter until payment is fully satisfied (See Docket No. 199).

As of this date, nine (9) out of the ten (10) municipalities that comprise the Consortio Suroeste have made available to plaintiffs 9/10 of the settlement sum, to wit, \$540,000.00. The Municipality of Maricao, however, has not provided its 1/10 share as of this date. More so, the Consortio Suroeste does not have any monies to satisfy the remaining sum owed, as its funds are entirely federal grants which cannot be used to satisfy a judgment in a political discrimination case such as this.

P.R. Laws Ann. tit. 21 § 4051 (p) allows municipalities to form a consortium. Once the participating municipalities have approved its creation, the same enjoys separate juridical personality, as would a partnership under the Puerto Rico Civil Code. Id.

Pursuant to Articles 1588 and 1589 of the Civil Code, P.R. Laws Ann. tit. 31 § § 4371 and 4372, the members of a partnership are jointly and severally liable for the debts incurred by the partnership which exceed its assets. Asociación de Proprietarios v. Santa Bárbara Co., 112 D.P.R. 33, 49 (1982); In re San Juan Dupont Plaza Hotel Fire Litigation, 687 F. Supp. 716, 722 (D.P.R. 1988). More so, pursuant to Article 1590 of the Code, P.R. Laws Ann. tit 31 § 4373, a creditor may

10 ATT/TO:
CSM

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Civil 97-2440 (JAG)

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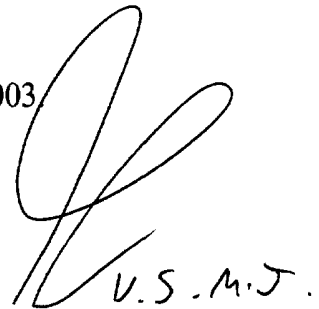
1 attach either a debtor's patrimony or his participation in a partnership. See Torruella Serrallés v.
2 Crédito e Inv. San Miguel, 113 D.P.R. 24, 34 (D.P.R. 1982); In re Torruella Serrallés, 684 F. 2d 170,
3 170 (1st Cir. 1982).

4 Given the above, the Municipality of Maricao is hereby **ORDERED** to deposit in this Court
5 within seven (7) days the sum of \$60,000. The failure to do so shall result in an order of attachment.

6 The U.S. Marshal shall serve copy of this order on the Municipality of Maricao and its
7 Mayor, the Hon. Gilberto Pérez.

8 **SO ORDERED.**

9 In San Juan, Puerto Rico this 18th day of November, 2003

A handwritten signature in black ink, appearing to be 'GUSTAVO A. GELPI', with the initials 'U.S. M.J.' written below it.

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13 GUSTAVO A. GELPI
United States Magistrate-Judge
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